

Exhibit B

Case 1:18-cv-09962-AJN Document 13-3 Filed 01/07/19 Page 2 of 5

From: Roadway Moving and Storage, Inc.

To:

Employee's Name

ARBITRATION AGREEMENT

1. Arbitration. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et. Seq.). This Agreement for arbitration of employment disputes applies to any dispute arising out of or related to Employee's (sometimes "you" or "your") employment with, or any termination of employment from, **Roadway Moving & Storage, Inc.** or any of its affiliates, related companies, successors, subsidiaries, assigns or parent companies (collectively the "Company") regardless of when such dispute arose or accrued, and this Agreement survives after the employment relationship terminates. Except as it otherwise provided, this Arbitration Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration, and is intended to provide for arbitration, which it is frequently a faster and less expensive method to resolve employment disputes.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. You and the Company shall follow the AAA Rules applicable to initial filing fees, but in no event will you be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company otherwise shall pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. The arbitrator's decision must be in writing and contain findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

Except as otherwise stated in this Agreement, you and the Company agree that any legal dispute or controversy covered by this Agreement, or arising out of, relating to, or concerning the validity, enforceability or breach of this Agreement, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules") then in effect, and not by court or jury trial, to be held (unless the parties agree in writing otherwise) within 45 miles of where you are or were last employed by the Company. The AAA Rules may be found at www.adr.org or by searching for "AAA Employment Arbitration Rules" using a service such as www.Google.com or www.Bing.com or by asking the Company for a copy of the rules. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator.

Except as otherwise provided, this Agreement also applies, without limitation, to disputes with any entity or individual arising out of or related to the application for employment, background check, privacy, the employment relationship or the termination of that relationship, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, retaliation, discrimination or harassment and claims arising under Federal or New York State or New Jersey law, or under the Fair Credit Reporting Act, Uniform Trade Secrets Act, Civil Rights Act of 1964, 42-U.S.C. §1981, Rehabilitation Act, Civil Rights Act of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, the Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards

Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, and, each such statute as amended, as well as state statutes or regulations addressing the same or similar subject matters, and all other federal or state or local legal claims arising out of or relating to your employment or the termination of employment (including without limitation torts and post-employment defamation or retaliation).

This Agreement does not apply to litigation between you and the Company that is currently pending in a state or federal court or agency as of the date of your receipt of this Agreement. This Agreement also does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffective without such relief.

Regardless of any other terms of this Agreement, a claim may be brought before and remedies awarded by an administrative agency if applicable law permits the agency to prosecute or adjudicate the claim notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act. Such administrative claim include without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, or the Office of Federal Contract Compliance Programs. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes between the parties that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or by any lawful, enforceable Executive Order, are excluded from the coverage of this Agreement. This Agreement shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

2. Class and Collective Action Waiver. This Agreement affects your ability to participate in class or collective actions. Both the Company and you agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or

Case 1:18-cv-09962-AJN Document 13-3 Filed 01/07/19 Page 4 of 5

collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

You will not be retaliated against, disciplined or threatened with discipline as a result of your exercising your rights under Section 7 of the National Labor Relations Act by the filing of a participation in a class or collective action in any forum. However, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

3. Your Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of your employment at the Company, and therefore you may submit a statement notifying the Company that you wish to opt out and not be subject to this Agreement. In order to opt out, you must notify the Company of your intention to opt out by submitting a signed and dated statement on an "Arbitration Agreement Opt Out Form" that can be obtained from and returned to the Company by hand or by fax or email (fax number: 212-812-9880; email address: hr@roadwaymoving.com) or by submitting a written notice stating that you are opting out of this Agreement. In order to be effective, your opt out notice must be received within 30 days of your receipt of this Agreement. If you opt out as provided in this paragraph, you will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. If you do not opt out within 30 days of your receipt of this Agreement, continuing your employment constitutes mutual acceptance of the terms of this Agreement by you and the Company. You have the right to consult with counsel of your choice concerning this Agreement.

4. Enforcement of this Agreement. This Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver in Section 2 of this Agreement is deemed to be unenforceable, the Company and you agree that this Agreement is otherwise silent as to any party's ability to bring a class or collective action in arbitration.

AGREED:

EMPLOYEE NAME PRINTED: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

On behalf of the Company:

Received and agreed by: _____ Date: _____

ARBITRATION AGREEMENT OPT OUT FORM

I have reviewed the Arbitration Agreement. I elect to opt out of the Arbitration Agreement. I understand that there will be no adverse employment action taken against me as a consequence of that decision. I understand that the Arbitration Agreement will not apply to me.

Date of Signature: _____

Employee Signature: _____

Employee Name Printed: _____

Employee I.D. Number: _____

Please return this Arbitration Agreement Opt Out Form to:

President
Roadway Moving & Storage, Inc.
845 Third Avenue, 6th floor
New York, NY 10022
Fax: (212) 812-9886